



**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

RICHARD L. FOGEL,
Plaintiff,
v.
GORDON & GLICKSON, P.C., an Illinois
Professional Corporation, GORDON &
GLICKSON, L.L.C., an Illinois Limited Liability
Corporation, and MARK L. GORDON,
SCOTT L. GLICKSON, PHILIP P. Mc GUIGAN,
DIANA J.P. MCKENZIE, MICHAEL E.C. MOSS,
and STUART SMITH,
Defendants.

Case No.:

Case No.:

03C 1617
MAGISTRATE JUDGE MASON

COMPLAINT AT LAW

NOW COMES Plaintiff, RICHARD L. FOGEL, (hereinafter, "Fogel"), by and through his attorneys MARK S. GROTEFELD and SHANTEL D. WOOD of GROTEFELD & DENENBERG, L.L.C., and as his Complaint at Law against Defendants, GORDON & GLICKSON, P.C., an Illinois Professional Corporation (hereinafter, "P.C."), GORDON & GLICKSON, L.L.C., an Illinois Limited Liability Corporation (hereinafter, "L.L.C."), and MARK L. GORDON, SCOTT L. GLICKSON, PHILIP P. McGUIGAN, DIANA J.P. MCKENZIE, MICHAEL E.C. MOSS, and STUART SMITH, (hereinafter, "Equity Holders"), states as follows:

JURISDICTION

Jurisdiction is founded upon diversity of citizenship pursuant to 28 U.S.C. § 1332. Plaintiff Fogel is a resident domiciled in New Mexico. Defendant Gordon & Glickson, P.C. is an Illinois Professional Corporation with its principle place of business in Illinois. Defendant Gordon & Glickson, L.L.C. is an Illinois Limited Liability Corporation with its principle place of business in

Illinois. Upon information and belief all Equity Holders are Illinois residents. The matter in controversy is in excess of \$75,000.00, exclusive of interest and costs.

Subject matter jurisdiction exists in the United States District Court of the Northern District of Illinois, pursuant to 28 U.S.C. § 1332, as the events complained of occurred within the State of Illinois.

GENERAL ALLEGATIONS

1. The principal business of the P.C. is the practice of law and the Equity Holders possess 100% of the equity in the P.C. as shareholders.
2. The principal business of the L.L.C. is the practice of law and, as of December 31, 1999, the Equity Holders and Fogel possessed 100% of the equity in the L.L.C. as its "Members."
3. The Equity Holders are attorneys licensed to practice law in the State of Illinois.
4. In March 1986 Fogel joined the P.C. as an associate attorney.
5. In January 1991 Fogel became an "income partner" at the P.C.
6. In January 1993 Fogel became an equity shareholder of the P.C. purchasing 2,500 shares for \$2,500.00 pursuant to a written employment agreement (hereinafter the "Employee Agreement"), a copy of which is attached as Exhibit A.
7. In 1997 and 1998, respectively, the P.C. created an "investment pool" for its equity shareholders comprised of stocks and stock options received or otherwise purchased from various corporate clients. The P.C. acquired the investment pool stocks and stock options in several ways, including outright purchase using P.C. funds that may have been otherwise distributed to the equity shareholders as additional compensation. Additionally, MARK L. GORDON, as nominee for the P.C., held certain stock options for benefit of the P.C.

8. The 1997 and 1998 investment pools were assets of the P.C., subject to the claims of the P.C.'s general creditors.

9. The equity shareholders of the P.C., including Fogel, each had an agreement with the firm entitling them to a payment of their share of each investment pool upon leaving the firm.

10. The P.C. managed the 1997 and 1998 investment pools through an "Asset Management Committee" comprised of MARK L. GORDON, PHILIP P. McGUIGAN and MICHAEL E.C. MOSS. The Asset Management Committee handled all transactions on behalf of the firm with respect to the investment pools and periodically issued spreadsheet reports to the P.C.'s equity shareholders detailing the estimated current fair market value of investment pool assets and detailing each equity shareholder's interest in the respective investment pool corpus.

11. On April 30, 1999 the firm reorganized its operations, assets and liabilities transferring general operations, assets and liabilities from the P.C. to the newly created L.L.C.

12. At the time of reorganization the equity shareholders of the P.C., including Fogel, became the "Members" of the newly created L.L.C.

13. The same individuals that comprised the P.C.'s "Asset Management Committee" became the members of the L.L.C.'s "Investment Committee" for purposes of managing the L.L.C.'s investment pool assets. Their duties and responsibilities as members of the newly formed L.L.C. Investment Committee were identical to those of the P.C.'s Asset Management Committee.

14. In connection with the reorganization, in 1999 certain stock and stock options of the P.C.'s 1997 and 1998 investment pool corpus were transferred from the P.C. to the L.L.C. (hereinafter referred to as the L.L.C.'s "initial investments") while certain stocks and stock options remained in the 1997 investment pool of the P.C. The initial investments and the investments

received by the L.L.C. in 1999 were all accounted for by the L.L.C. in separate 1997, 1998 and 1999 investment pools in the same manner that had been previously utilized by the P.C.

15. At the time of reorganization it was determined by the "Asset Management Committee/Investment Committee" members that certain cash and securities were not to be transferred from the P.C. to the L.L.C., but were to remain in the P.C. to satisfy select current and future obligations of the firm.

16. At its inception, the L.L.C. formed a "Management Committee" comprised of individual members MARK L. GORDON, MICHAEL E. C. MOSS, PHILIP P. McGUIGAN AND DIANA J.P. MCKENZIE. The firm's L.L.C.'s Management Committee's makeup, duties and responsibilities were substantially the same as the P.C.'s Management Committee.

17. On September 27, 1999 Fogel provided written notice of withdrawal from the L.L.C., to be effective December 31, 1999 (attached as Exhibit B).

18. On December 15, 1999 Fogel provided an amended written notice of withdrawal to be effective January 14, 2000 (attached as Exhibit C). Fogel ceased practicing law as a member of the firm as of January 14, 2000.

19. At the time of Fogel's withdrawal from the firm in January 2000, his pro rata ownership interests in the combined investment pool assets was determined by the firm to be \$462,570.87.

20. In March 2000 the P.C.'s Asset Management Committee and/or L.L.C.'s Investment Committee converted to cash certain stocks and stock options maintained in the P.C.'s 1997 investment pool. The conversion of the corpus of the 1997 P.C. investment pool to cash, in an amount in excess of one million dollars (\$1,000,000.00), was then distributed by the Management

Committee to the Equity Holders only, knowingly leaving the P.C.'s 1997 and 1998 investment pools with insufficient assets to meet known existing debt obligations to Fogel.

21. At the time of the distribution of the corpus of the P.C.'s 1997 investment pool to the Equity Holders, Fogel was known by the Equity Holders to be the sole creditor of the P.C.

22. At no time before, or concurrent with, the firm's distribution of the corpus of the P.C.'s 1997 investment pool to the Equity Holders was Fogel provided notice that after such distribution there would be insufficient assets in the P.C. to satisfy the firm's acknowledged debt to Fogel.

23. In December of 2000 both the P.C. and L.L.C. informed Fogel that all existing firm debt obligations to Fogel would be satisfied.

24. On or about January 9, 2002 Fogel received a letter from Maureen T. Feltman, firm administrator for the P.C. and L.L.C., indicating that there remained insufficient assets in the P.C. to satisfy existing debt obligations to Fogel (attached as Exhibit D).

25. As of December 31, 2002 the collective investment pool assets owed to Fogel were \$290,669.19, including assets of \$252,957.76 from the 1997 investment pool.

COUNT I - FRAUD
(All Defendants)

26. Plaintiff incorporates by reference the allegations contained in paragraphs 1-25 as though fully set forth in this Count I.

27. The P.C. and L.L.C., through their respective authorized agents, and the Equity Holders collectively and individually, conveyed false statements of material fact and/or failed to convey material facts to Fogel to induce Fogel to forego taking timely action to obtain owed

investment pool assets, when they knew that by so doing the corpus of the P.C.'s 1997 investment pool was depleted, or would be depleted, so that Fogel's known deferred asset distributions could not be satisfied.

28. Fogel reasonably relied upon the Defendants' statements regarding the ability of the assets contained in the firm's investment pools (a portion of which was Fogel's) to satisfy the debt owed to him, and further relied upon Defendants' assurances that the corpus of the investment pool would be maintained in a manner so as to satisfy the recognized amounts owed to him.

29. Fogel, as a result of his reliance on the false statements of Defendants, was damaged in that he did not receive amounts owed to him directly from assets contained in the P.C.'s 1997 investment pool.

WHEREFORE, RICHARD L. FOGEL, requests judgment be entered in his favor and against Defendants, GORDON & GLICKSON, P.C., GORDON & GLICKSON, L.L.C., MARK L. GORDON, SCOTT L. GLICKSON, PHILIP P. McGUIGAN, DIANA J.P. MCKENZIE, MICHAEL E.C. MOSS, and STUART SMITH, in an amount in excess of \$75,000.00, plus costs and for such other or further relief as this Court deems equitable and just.

COUNT II - CONVERSION
(Equity Holders)

30. Plaintiff incorporates by reference the allegations contained in paragraphs 1-25 as though fully set forth in this Count II.

31. The Equity Holders assumed unauthorized and wrongful control, dominion, and/or ownership of Fogel's assets from the P.C.'s 1997 investment pool when they collectively depleted investment pool assets in excess of \$1,000,000.00, thereby leaving insufficient assets remaining in the investment pool to meet known obligations to pay Fogel.

32. Fogel had a right to his pro rata portion of the assets contained in the investment pools by virtue of his employment and deferred compensation agreements with the P.C. and the L.L.C.

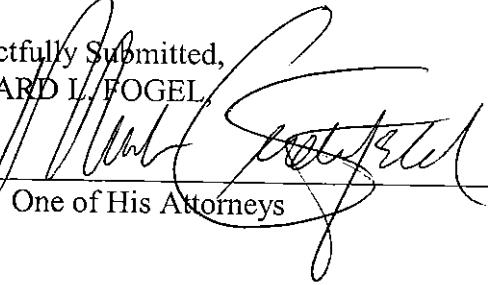
33. Upon providing his notice of withdrawal from the L.L.C., in January of 2000, Fogel had immediate, absolute and unconditional ownership rights to his share of the then existing assets of the firm's investment pools.

34. Upon cessation of payment of amounts owed from the 1997 investment pool, Fogel demanded of the Defendants his rights in the remaining \$252,957.76 still owed to him from the 1997 investment pool. Said demand has not been satisfied by any Equity Holder.

WHEREFORE, RICHARD L. FOGEL, requests judgment be entered in his favor and against Defendants, MARK L. GORDON, SCOTT L. GLICKSON, PHILIP P. McGUIGAN, DIANA J.P. McKENZIE, MICHAEL E.C. MOSS, and STUART SMITH, in an amount in excess of \$75,000.00, plus costs and for such other or further relief as this Court deems equitable and just.

Respectfully Submitted,
RICHARD L. FOGEL

By:


One of His Attorneys

Mark S. Grotefeld
Shantel D. Wood
GROTEFELD & DENENBERG, L.L.C.
105 West Adams Street, Suite 2300
Chicago, IL 60603
(312) 551-0200

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement" herein) is made as of the 1st day of January, 1993 between GORDON & GLICKSON P.C., an Illinois professional corporation ("Company" herein) and RICHARD L. FOGEL ("FOGEL" herein), with reference to the following facts:

A. FOGEL has been employed by the Company as an attorney, which position involves the practice of law and executive, managerial and operational responsibilities.

B. The experience of FOGEL makes him valuable to the Company as he has practiced law and managed his responsibilities in a capable and efficient manner which has led to substantial gains to the Company.

C. The Company desires to continue to retain the services of FOGEL and, accordingly, FOGEL and the Company wish to reflect certain agreements regarding their relationship.

1. Employment.

1.1 For the term (as hereinafter defined) and upon the conditions hereinafter set forth, Company hereby employs FOGEL as an attorney and an Executive Employee of Company, and FOGEL hereby accepts such employment upon the terms and conditions hereinafter set forth and shall perform such duties as the Board of Directors of Company shall, from time to time, direct. As used herein, "Executive Employee" means any active or inactive employee of the Company who is or was an officer of the Company during any part of his or her employment.

1.2 FOGEL shall hold the position of Vice-President and serve as a director of Company, and FOGEL agrees to serve in those capacities at the pleasure of the Board of Directors and Shareholders, respectively.

1.3 FOGEL shall devote his full productive time (except for such vacation periods as are hereinafter provided for), energy and abilities to the proper and efficient management of the Company in order to promote the best interests and welfare of the Company and its clients. However, nothing contained herein shall prevent FOGEL from engaging in activities of a personal nature, or investing in any form of investment for his own benefit, provided such activities do not interfere with FOGEL's services to be rendered hereunder.

2. Term of Employment.

FOGEL's term of employment under this Agreement ("Term" herein) shall be deemed to have commenced as of March 3, 1986 (which includes certain credit for prior service or its equivalent)

EXHIBIT

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"A"

and shall continue until terminated in accordance with the provisions of this Agreement.

3. Compensation.

3.1 As consideration for FOGEL's services under this Agreement, Company shall pay FOGEL as compensation during each fiscal year of the Company ("fiscal year" herein), throughout the Term of this Agreement in an amount equal to that determined by the Board of Directors of the Company at the beginning of each fiscal year to be paid in a manner (but not necessarily in an amount) consistent with the method of payment of compensation to other Executive Employees of the Company as such method has been adopted by the Board of Directors. In the event the Term shall end on other than the last day of the fiscal year, compensation shall be determined for the period commencing with the first day of the fiscal year in which the Term ends and ending with the last day of the Term.

3.2 FOGEL shall also be reimbursed during the Term of this Agreement for all reasonable and necessary out-of-pocket expenses incurred by him in connection with the performance of his duties under this Agreement, provided that the Board of Directors of the Company has adopted a policy providing for such reimbursement of expenses.

3.3 "Accumulation Account" distributions shall not be deemed "compensation" for any purpose under this Agreement and is only payable at the discretion of the Board of Directors and shall not be deemed earned pro-rata or on any other predetermined basis.

4. Vacation.

For the Term of this Agreement, FOGEL shall be entitled to a vacation of no less than three weeks (or such greater amounts of time as may be permitted by the Board of Directors) for each fiscal year; provided, however, vacation cannot be accrued from year to year and any vacation not taken in any given year will be deemed forfeited. During such vacation periods, FOGEL's compensation set forth above shall be paid in full.

5. Retirement and Disability.

5.1 FOGEL shall be compelled to retire on June 11, 2027, provided, however, that FOGEL shall be allowed to voluntarily retire at any time after June 11, 2022, upon giving four (4) months written notice to the Company of his intention to do so. Upon any such retirement, FOGEL's employment with the Company shall be deemed terminated.

5.2 The Company shall maintain disability insurance coverage policies (the "Disability Policies") for FOGEL (if, and

only if, FOGEL is insurable and the rates are acceptable to the Company) and if by reason of illness or any disability, physical or mental (as determined under the Disability Policies and referred to herein as "Disability"), FOGEL is unable to carry on his duties on behalf of the Company during the Term, the Company will provide assistance to insure that any and all Disability benefits under said policies are made available and paid directly to FOGEL; provided, however, the Company shall pay to FOGEL any amounts necessary so that during such Disability FOGEL will receive no less than (a) full compensation as provided by subparagraph 3.1 above for the first (6) months of the Disability, (b) no less than seventy-five percent (75%) of such compensation for the next six (6) months of the Disability; and (c) no less than fifty percent (50%) of such compensation for the next six (6) months of the Disability. Should FOGEL's Disability continue through these six (6) months periods, the Company shall then have the right to compel FOGEL to retire effective upon the exercise of said right and, in such event, his employment with the Company shall be deemed terminated; provided any remaining benefits of the Disability Policies shall continue to belong to FOGEL.

6. Withdrawal and Other Termination.

6.1 FOGEL may terminate his employment with the Company at the end of any fiscal year ("Withdrawal" herein) by giving three (3) months' written notice to the Company prior to the end of such fiscal year of his intention so to do.

6.2 Company may terminate FOGEL's employment with the Company upon sixty (60) days written notice for any reason whatsoever; provided, however, the Company's decision to so terminate FOGEL's employment must either be based upon an affirmative vote of a majority of the Board of Directors or a two-thirds vote of the shareholders of the Company.

6.3 Upon notice being given either pursuant to subparagraphs 6.1 or 6.2 hereof, Company shall have the right to require FOGEL to vacate his office and Company's facilities at any time it wishes after such notice has been given; provided, however, the exercise of this right shall not limit FOGEL's rights to due and unpaid compensation.

7. Arbitration.

If any dispute arises between FOGEL, a recipient or his beneficiaries, on the one hand, and Company, on the other hand, as to any sums due FOGEL under this Agreement, and such dispute cannot be resolved between the parties, at the written request of either party the dispute shall be referred to an arbitrator mutually agreeable to both parties, and in the absence of such agreement, to arbitration under the rules of the American Arbitration Association. The arbitrator shall be selected no later than thirty

(30) days following the written request therefor. The fee of the arbitrator shall be paid entirely by the party whose position is not upheld by the arbitrator; provided, however, that in the event the arbitrator finds that the sum due FOGEL exceeds the amount offered by the Company prior to the arbitration hearing by more than FIVE HUNDRED DOLLARS (\$500.00), the entire fee of the arbitrator shall be borne by Company, but if the amount found due exceeds the amount offered by less than FIVE HUNDRED DOLLARS (\$500.00), the fee of the arbitrator shall be shared equally by both parties. No other joint expenses shall be incurred except by mutual written agreement of both parties to the dispute. The award of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, and the arbitrator's decision shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other.

8. Notices.

Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom said notice, demand or other communication is to be given as hereinafter set forth:

To Company:

444 N. Michigan Avenue
36th Floor
Chicago, Illinois 60611

To FOGEL:

175 N. Harbor Drive, #5504
Chicago, Illinois 60601

Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

9. Applicable Law and Severability.

This document shall, in all respects, be governed by the laws of the State of Illinois applicable to agreements executed and to be wholly performed within the State of Illinois. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future

statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this document which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

10. Further Assurances.

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

11. Attorneys' Fees.

Without in any way limiting the provisions of Paragraph 7 hereof, in the event any action be instituted by a party to enforce any of the terms and provisions contained herein, the prevailing party in such action shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the Court.

12. Modifications or Amendments.

No amendment, change or modification of this document shall be valid unless in writing and signed by all of the parties hereto.

13. Successors and Assigns.

All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

14. Entire Agreement.

This document constitutes the entire understanding and agreement of the parties with respect to the matters contained herein and any and all prior agreements, understandings or representations are hereby terminated and canceled in their entirety and are of no further force or effect.

15. Captions.

The captions appearing at the commencement of the paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the paragraph at the head of which it appears, the paragraph and not such caption shall control and govern in the construction of this documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove set forth.

GORDON & GLICKSON P.C.

By: John J. Glickson
"Company"

ATTEST:

By:

Scott H. Kline
Secretary

RICHARD L. FOGL
RICHARD L. FOGL



GORDON & GLICKSON
LLC
444 N. MICHIGAN AVE.
SUITE 3600
CHICAGO, IL 60611-
3903

September 27, 1999

WRITER'S DIRECT DIAL
312.321.7662
WRITER'S DIRECT E-MIL
RLFOGEL@GGTECH.COM

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Gordon & Glickson LLC
Management Committee
Mr. Mark L. Gordon, Chairman
444 North Michigan Avenue
Suite 3600
Chicago, Illinois 60611

Re: Notice of Withdrawal

Dear Mark,

During the last fourteen years, I have dedicated my career to building Gordon & Glickson into a leader in providing legal services to the information technology market. I have been successful in transforming both my career and our practice, and am grateful for the opportunity to have worked with you, my partners, the firm's clients, and others along the way. It is now time for me to move in a new direction. At this point in my career I have made a decision to focus my creative talents on expanding Motivity Incorporated, the business my wife founded several years ago.

Accordingly, to confirm our conversation on Sunday September 26, 1999, and pursuant to the Gordon & Glickson LLC Operating Agreement dated April 30, 1999 ("Operating Agreement"), and the terms of my Employment Agreement dated January 1, 1993 ("Employment Agreement"), and any other firm agreements to which I am subject, I hereby provide advance notice of my withdrawal from the firm, effective at the close of business on December 31, 1999, in accordance with the terms of the Operating Agreement and Employment Agreement.

Prior to the effective date of my withdrawal, I wish to use certain accrued but unused vacation time that I have earned. I am currently scheduled to take these vacation days from December 27 through December 31, inclusive. This year-end vacation has been scheduled for some months now and was scheduled during the same period that I scheduled my vacation last year. I will, of course, continue to fully perform my obligations to the firm through my effective date of withdrawal and do what is necessary with respect to the transition of my firm duties to others designated by the firm's Management Committee. To the extent that my continuing involvement in transition matters is needed beyond December 31, 1999, I will continue to cooperate.

EXHIBIT

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"B"

Mr. Mark L. Gordon, Chairman
 September 27, 1999
 Page 2

I know that there are many matters that we will discuss in the coming months with respect to my transition, year-end distributions, and liquidation of my Member's interest, Investment Pool Payout, and Additional Amount (as defined in the Operating Agreement), and I believe that such matters are best handled in personal discussions among long-time partners rather than in this formal notice of withdrawal. I look forward to our transition discussions.

Sincerely,

Richard L. Fogel

SENDER:		I also wish to receive the following services (for an extra fee):	
<ul style="list-style-type: none"> <input type="checkbox"/> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered. 		<input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery <small>Consult postmaster for fee.</small>	
3. Article Addressed to:		4a. Article Number	
Mark Gordon Gordon + Glickson, LLC 444 N. Michigan Ave Suite 3600 Chicago, IL 60611			
4b. Service Type		7. Date of Delivery	
<input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise		<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD	
5. Received By: (Print Name)		8. Addressee's Address (Only if requested and fee is paid)	
<i>T. Glickson</i> <small>Signature of Addressee or Agent</small> <i>Richard L. Fogel</i>		<small>09/27</small>	

Form 3811, December 1994

P

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to		Gordon + Glickson	
Street & Number		444 N Michigan St 3600	
Post Office, State, & ZIP Code		CHICAGO, IL 60611	
Postage	\$	1.40	
Certified Fee	\$	0.00	
Special Delivery Fee	\$	0.00	
Restricted Delivery Fee	\$	0.00	
Return Receipt Showing to Whom & Date Delivered		1.25	
Return Receipt Showing to Whom, Date, & Addressee's Address		2.98	
TOTAL Postage & Fees		\$	USPS
Postmark or Date	Clerk: KW81JH		
	09/27/99		

PS Form 3800, April 1995



***** WELCOME TO *****
 AMOCO FINANCE STATION PO
 CHICAGO, IL 60601-9998
 09/27/99 01:33PM

Store USPS Trans 63
 Wkstn sys5004 Cashier KW81JH
 Cashier's Name JOAN
 Stock Unit Id WINJOANIE
 PD Phone Number 312-861-1210

1. First Class	2.98
Destination:	60611
Weight:	0.80oz
Postage Type:	PVI
Total Cost:	2.98
Base Rate:	0.33
SERVICES	
Certified Mail	1.40
Return Receipt	1.25

Subtotal	2.98
Total	2.98

Z 174 566 994

RICHARD L. FOGEL
175 NORTH HARBOR DRIVE
APARTMENT 5504
CHICAGO, ILLINOIS 60601
312.616.1317

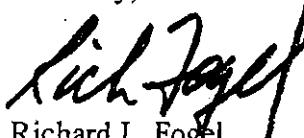
December 15, 1999

Gordon & Glickson LLC
Management Committee
Mark Gordon, Chairman
444 North Michigan Avenue, Suite 3600
Chicago, Illinois 60611

Dear Mark,

After further reviewing my situation and the firm's agreements, I am amending my date of withdrawal from December 31, 1999 to the close of business on January 14, 2000. As indicated in my previous letter dated September 27, 1999, I will continue to perform my obligations to the firm through my effective date of withdrawal (i.e., January 14, 2000), and will continue to help with any transition issues.

Sincerely,


Richard L. Fogel

Received:

Mark L. Gordon

Date

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

3. Article Addressed to:

MARK L. GORDON
GORDON & GLICKSON
444 N. MICHIGAN AVE, SUITE 3600
CHICAGO IL 60611

5. Received by: (Print Name)

6. Signature (Addressee or Agent)

4a. Article Number

Z174 566 994

4b. Service Type

<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Certified
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Insured
<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> COD

7. Date of Delivery

12/22/99

8. Addressee's Address (Only if requested and fee is paid)

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to	MARK GORDON GORDON GLICKSON
Street & Number	444 N MICHIGAN AVE #3600
Post Office, State, & ZIP Code	CHICAGO IL 60611
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	1.98
Postmark or Date	U.S. POSTAL SERVICE 12/22/99

EXHIBIT

"C"

GORDON & GLICKSON P.C.

A PROFESSIONAL CORPORATION OF ATTORNEYS AT LAW

CHICAGO
444 NORTH MICHIGAN AVENUE
SUITE 3600
CHICAGO, ILLINOIS 60611-3903
TELEPHONE: 312 321-4700
FAX: 312 321-9324

WRITER'S DIRECT DIAL:
(312) 321-7669
WRITER'S DIRECT INTERNET:

mtf@ggtech.com

January 9, 2002

VIA FEDEX

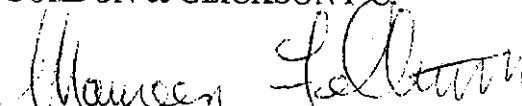
Mr. Richard L. Fogel
3 East Sunrise Drive
Santa Fe, NM 87501

Dear Rich:

Enclosed is a check from Gordon & Glickson P.C. made payable to you in the amount of \$9,780.44. In accordance with all prior payments, the appropriate deductions have been made. This represents interest due through December 31, 2001, and a final principle payment. The P.C. no longer has any funds or assets except for a small reserve fund, which is being maintained for its expenses. This payment is being made, of course, subject to all of our prior correspondence to you with respect to these matters. We apologize for the short delay in forwarding this to you, which was related exclusively to finalizing year-end activities and travel schedules.

Very truly yours,

GORDON & GLICKSON P.C.


Maureen T. Feltman

/mtf
Enclosure

cc: Mr. Michael E.C. Moss



GORDON & GLICKSON, P.C.
444 N. MICHIGAN AVE, SUITE 3600
CHICAGO, IL 60611

Period Ending: 12/31/2001
Pay Date: 12/31/2001

Social Security Number: 331-54-1975
Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 7
IL: 7

RICHARD L FOGEL
3 EAST SUNRISE
SANTA FE NM 87501

Earnings	rate	hours	this period	year to date
Rich			12,530.32	120,870.18
Gross Pay			\$12,530.32	120,870.18

Deductions	Statutory		
Federal Income Tax	-2,408.97		23,152.08
IL State Income Tax	-340.91		3,276.11
Net Pay			\$9,780.44

Your federal taxable wages this period are
\$12,530.32

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

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2000/7/0

GORDON & GLICKSON, P.C. 444 N. MICHIGAN AVE, SUITE 3600 CHICAGO, IL 60611		Payroll check number: 0000003244
Pay to the order of:	RICHARD L FOGEL	Pay date: 12/31/2001
This amount:	NINE THOUSAND SEVEN HUNDRED EIGHTY AND 44/100 DOLLARS	\$9780.44
LASALLE NATIONAL BANK CHICAGO, IL		

[Handwritten signature]

1100003244100710005051

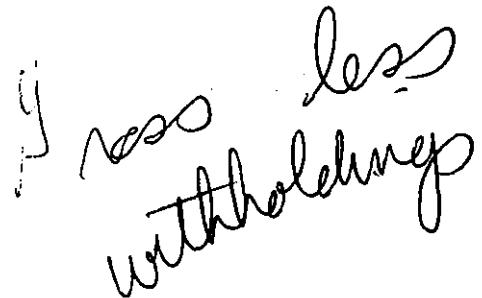
210604511

THIS DOCUMENT CONTAINS AN OFFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE END OF THIS PAYMENT.

Original Amount	349,436.64
6-13-01 Payment	-29119.72
6-30-01 Payment	-29119.72
9-30-01 Payment	-29119.72
Balance	262,077.48
less 12-31-01 Payment	-9119.72
12-31-01 Balance	252,957.76

<u>Year 2001</u>	<u>Rates</u>	<u>Days</u>	<u>Annual</u>	<u>Interest Due</u>
10-1-01 to 10-3-01	0.0600	3	15,724.65	129.24
10-4-01 to 11-6-01	0.0550	34	14,414.26	1,342.70
11-7-01 to 12-11-01	0.0500	35	13,103.87	1,256.54
12-12-01 to 12-31-01	0.0475	20	12,448.68	682.12
Total		92		3,410.60

Principal	9,119.72
Interest	3,410.60
Total	12,530.32



*gross less
withholdings*

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Richard L. Fogel

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Mark S. Grotefeld & Shantel D. Wood
Grotefeld & Denenberg, LLC
105 W. Adams St., Ste. 2300
Chicago, IL 60603 (312) 551-0200

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

1 U.S. Government Plaintiff
 2 U.S. Government Defendant
 3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES INVOLVED (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
(For Diversity Cases Only)

PTF	DEF	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation

Appeal to District Judge from
 7 Magistrate Judgment**V. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	PERSONAL PROPERTY	<input type="checkbox"/> 460 Deportation	
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 480 Selective Service	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 490 Securities/Commodities/ Exchange	
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	
<input type="checkbox"/> 180 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 881 Agricultural Acts	
<input type="checkbox"/> 185 Contract Product Liability			<input type="checkbox"/> 882 Economic Stabilization Act	
			<input type="checkbox"/> 883 Environmental Matters	
			<input type="checkbox"/> 884 Energy Allocation Act	
			<input type="checkbox"/> 885 Freedom of Information Act	
			<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	
			<input type="checkbox"/> 950 Constitutionality of State Statutes	
			<input type="checkbox"/> 990 Other Statutory Actions	
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 515 Habeas Corpus	<input type="checkbox"/> 871 IRS - Third Party 26 USC 7606	
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General		
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty		
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 446 Other Civil Rights	<input type="checkbox"/> 540 Mandamus & Other		
<input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 550 Civil Rights		

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE.
DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Pursuant to 28 U.S.C. Section 1332 Plaintiff seeks recovery of personality base upon common law fraud and conversion of personality by Defendants.

VII. REQUESTED IN COMPLAINT:CHECK IF THIS IS A CLASS ACTION
 UNDER F.R.C.P. 23**DEMAND \$**

252,957.76

CHECK YES only if demanded in complaint:
 YES NO**VIII. RELATED CASE(S)** (See instructions):
IF ANY

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

March 5, 2003

FOR OFFICE USE ONLY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Richard L. Fogel

JUDGE JOAN H. LEFKOW

v.

Gordon & Glickson, B.C., Gordon &
 Glickson, L.L.C., Mark L. Gordon,
 Scott L. Glickson, Philip P. McGuigan,
 Diana J.P. McKenzie, Michael E.C. Moss,
 and Stuart Smith

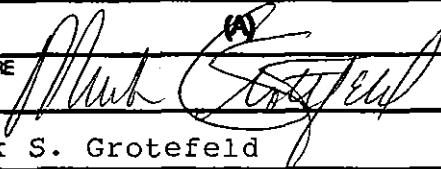
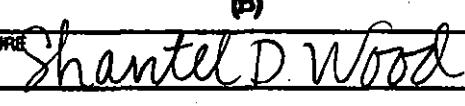
Case Number:

03C 1617

APPEARANCES ARE HEREBY FILED BY THE UNDERSIGNED AS ATTORNEY(S) FOR PLAINTIFF JUDGE MASON

Richard L. Fogel

DOCKETED
MAR 6 2003

(A)		(B)	
SIGNATURE 	SIGNATURE 		
NAME Mark S. Grotefeld	NAME Shantel D. Wood		
FIRM Grotefeld & Denenberg, LLC	FIRM Grotefeld & Denenberg, LLC		
STREET ADDRESS 105 W. Adams St., Ste. 2300	STREET ADDRESS 105 W. Adams St., Ste. 2300		
CITY/STATE/ZIP Chicago, IL 60603	CITY/STATE/ZIP Chicago, IL 60603		
TELEPHONE NUMBER (312) 551-0200	TELEPHONE NUMBER (312) 551-0200		
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 6180729	IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE) 06276197		
MEMBER OF TRIAL BAR? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEMBER OF TRIAL BAR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
TRIAL ATTORNEY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	TRIAL ATTORNEY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DESIGNATED AS LOCAL COUNSEL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
(C)		(D)	
SIGNATURE	SIGNATURE		
NAME	NAME		
FIRM	FIRM		
STREET ADDRESS	STREET ADDRESS		
CITY/STATE/ZIP	CITY/STATE/ZIP		
TELEPHONE NUMBER	TELEPHONE NUMBER		
IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)	IDENTIFICATION NUMBER (SEE ITEM 4 ON REVERSE)		
MEMBER OF TRIAL BAR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	MEMBER OF TRIAL BAR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
TRIAL ATTORNEY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TRIAL ATTORNEY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
DESIGNATED AS LOCAL COUNSEL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DESIGNATED AS LOCAL COUNSEL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

PLEASE COMPLETE IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE.

22